

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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SARAH HORTON,)
Plaintiff,)
v.) Civil Action No. 04-CV-12359-MEL
TOWN SPORTS INTERNATIONAL, INC.,)
and TSI FENWAY, INC. d/b/a BOSTON)
SPORTS CLUBS,)
Defendants.)

U.S. DISTRICT COURT
DISTRICT OF MASS.

STIPULATION OF DISMISSAL PURSUANT TO FED. R. CIV. P. 41(a)

Whereas, Defendant TSI Fenway, Inc. is a wholly owned subsidiary of Defendant Town Sports International, Inc.; and

Whereas, Defendant TSI Fenway, Inc. does business in Massachusetts and holds assets or property in Massachusetts;

Whereas, Defendant TSI Fenway, Inc. employed Plaintiff Sarah Horton, and Defendant Town Sports International, Inc. did not employ Plaintiff Sarah Horton; and

Whereas, Defendant TSI Fenway, Inc. hired Plaintiff Sarah Horton and terminated Plaintiff Sarah Horton's employment; and

Whereas, the employee handbook relied upon by Plaintiff Sarah Horton in her Amended Complaint was provided to her by Defendant TSI Fenway, Inc. and is the employee handbook used by Defendant TSI Fenway, Inc.; and

Whereas, the VIP coupon policy referenced by Plaintiff Sarah Horton in her Amended Complaint was a policy of Defendant TSI Fenway, Inc.; and

Whereas, Plaintiff Sarah Horton brought claims concerning her employment in the above captioned action against Defendant Town Sports International, Inc. without knowledge that Defendant Town Sports International, Inc. was not Plaintiff Sarah Horton's employer; and

Whereas, to date, the parties have not conducted discovery in this action;

Plaintiff Sarah Horton and Defendants Town Sports International, Inc. and TSI Fenway, Inc. hereby stipulate, and respectfully request the Court to order, that all claims against Defendant Town Sports International, Inc. are dismissed without prejudice.

Plaintiff Sarah Horton acknowledges and agrees that to bring a claim against Defendant Town Sports International, Inc. in the course of this action in the future, she must file a motion to join a party and motion to amend the complaint in accordance with the Federal Rules of Civil Procedure. Defendant TSI Fenway, Inc. agrees that should discovery show that Defendant TSI Fenway, Inc. is unable to satisfy any monetary judgment that might be granted in this case, Plaintiff Sarah Horton may conduct discovery concerning Defendant TSI Fenway, Inc.'s relationship with Defendant Town Sports International, Inc.

Respectfully submitted,

Plaintiff

SARAH HORTON

By her attorneys,

Jonathan Black/JBH

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Defendants

TOWN SPORTS INT'L, INC. and
TSI FENWAY, INC.

By their attorneys,

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